

REMARKS

Independent claim 39 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Erickson in further in view of Ziplink. This rejection is respectfully traversed.

The second paragraph of claim 39 indicates that a first graphical user interface is received from a service provider on behalf of a particular retail vendor. The first graphical user interface is to include an indicator of the particular retail vendor and a first user-selectable option. The first graphical user interface is without an indicator of another, unrelated retail vendor. A user is required to view the first graphical user interface before he or she is free to use his or her system to access the Internet for general-purpose use.

As best can be understood from the Office action, the examiner considers the Netkit CD-ROM as providing the first graphical user interface (GUI). See Paper No. 20060703, page 2. Netsurfer and not the service provider to which the user is subscribing makes the Netkit CD. See Erickson at page 76. After the CD is made, the user receives it in the mail, pops the CD into his or her computer, and is guided by wizards to set up an account. *Id.* See also page 78, column 1. Netsurfer does not disclose the claimed service provider. For example, the first paragraph of claim 39 indicates that information about a user of a processor-based system is sent to a service provider, the service provider is independent from a particular retail vendor. Netsurfer merely makes the sign-up disk for Internet service providers (ISPs) but does not provide the Internet services—it does not receive information about the user that is setting up the account. Therefore, Netsurfer does not disclose the claimed service provider. Erickson, page 76, columns 2-3. More importantly, even if Netsurfer is (wrongly) considered to disclose the claimed service provider then the remainder of the rejection fails, including the alleged reason to combine references.

If the ISP that bought Netsurfer's product is considered to disclose the claimed service provider the rejection still fails. First, Netsurfer and not the ISP provides the NetKit CD, hence the alleged first GUI is not received from the ISP. Second, the alleged first GUI is not received from an ISP on behalf of a particular retail vendor. For example, the NetKit CD (which is cited by the examiner as disclosing the first GUI) is branded, for example with the ISP's logo/company name on every screen. Erickson, page 76, column 3. But Erickson is silent as to an indicator of a particular retail vendor (that is not the ISP) during the initial set up of an account using the wizards. Page 78, column 1. In other words, only the ISP's logo (and a small graphic with Netsurfer's logo) is provided during setup. Therefore, the ISP using Netsurfer's

product does not disclose the claimed service provider from which a first GUI is received on behalf of a particular retail vendor. As Ziplink does not discuss user interfaces, Ziplink does not cure Erickson's deficiency. Thus, for this reason alone claim 39 is not obvious.

The third paragraph of claim 39 indicates that a second graphical user interface is received from the service provider in response to user selection of the first user-selectable option. The second graphical user interface is also received on behalf of the particular retail vendor. The second graphical user interface is to include a second user-selectable option and customized content that is based on user information provided to the service provider. A portion of the customized content relates to a business of the particular retail vendor.

In the Office action, the examiner cites to page 80, columns 1 and 2 of Erickson as disclosing a second user interface that includes customized content that is based on user information provided to the service provider. Paper No. 20060703, page 4. There is no disclosure or suggestion in these sections of Erickson of the claimed second graphical user interface. For example, Erickson describes narrowcasting where content is *pushed* to a particular user so that no other user will see that content. Erickson, page 80, first column. Because the content is pushed, it is not received in response to a user selection of a first selectable option on the first graphical user interface. As Ziplink fails to discuss user interfaces, Ziplink does not cure Erickson's deficiency.

Furthermore, there is no suggestion or motivation for the modification proposed by the examiner. That is, the examiner asserts that it would have been obvious for an ISP using Netsurfer's system to provide the service on behalf of other companies as taught by Ziplink. But throughout Erickson's article, he points to features of AOL that are also found in Netsurfer's product (which implies that Netsurfer's customers compete with AOL). Such features include buying from *partners'* sites, and charging e-commerce *companies* for space on an ISP's desktop program. Page 76, first column, page 78, second column. Notably, these references in Erickson are plural—partners' sites and companies. Thus, Erickson teaches away from an interface that is dedicated to one particular retail vendor and no other vendors. For this additional reason, the rejection of claim 39 is traversed. Accordingly, claim 39 and claims dependent thereon are not obvious over Erickson in further view of Ziplink.

Claim 51 has been amended to recite establish an Internet connection between a machine and a service provider, the connection other than through a retail vendor's web site. In the

Office action, the examiner concedes that per Ziplink's teachings customers see a GUI *from the vendor* and not from Ziplink. Paper No. 20060703, page 3. In contrast, according to an embodiment of the present invention, the consumer deals with the service provider on behalf of the retail vendor. Specification at page 6, lines 9-22. This is because the consumer may have a higher degree of confidence in the service provider and thus be more willing to provide information to that service provider. Thus, for at least the reasons stated above with respect to claim 39 and because Ziplink teaches away from claim 51, this claim and claims dependent thereon are also patentable over the combination of Erickson and Ziplink.

Claims 46 and 58 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Erickson in view of Ziplink and in further view of Tobin. This rejection is also traversed. Tobin sends a reminder via e-mail. Column 8, lines 41-53. Apart from inappropriate hindsight reasoning, the examiner has not provided any suggestion as to why it would be obvious to modify the reference to provide a reminder on a second graphical user interface that is received in response to user selection of a first selectable option on a first GUI. Moreover, the cited passage of Tobin does not expressly disclose that the e-mail reminder is based on preferences of another identified user of the *same system*. Reconsideration of the rejection is requested.

Claims 43 and 55 stand rejected on the principles of inherency. To be inherent, the thing necessarily *must* occur. Probabilities or possibilities do not create an inherent characteristic. The examiner asserts that it is inherent for a user accessing the Internet to receive a third GUI that includes selectable options *not* related to a particular retail vendor. Paper No. 20060703, page 4. Using Erickson's example of pushed content where a new icon may appear on a parent's desktop (page 80, first column)—there is no reason why, if the icon is selected, a resultant GUI *must* include selectable options *not* related to the vendor represented by the icon. Reconsideration is requested.

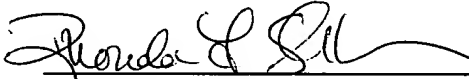
Claim 63 stands rejected on the principle of official notice. The examiner asserts that *today's* computer would have a dedicated port. This assertion is traversed as today, 2006, is not at issue. The examiner is requested to show proof that as of May 31, 2006, the subject matter was well known.

CONCLUSION

In view of the amendments and remarks herein, the application is believed to be in condition for allowance. The commissioner is authorized to charge any additional fees, including extension of time fees, or credit any overpayment to the Deposit Account Number 20-1504 (ITL.0391US).

Respectfully submitted,

Date: October 13, 2006


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